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TEACHER-BOARD AGREEMENTS CONCERNING CONDITIONS OF WORK.
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THIS SURVEY REVIEWS THE CONDITIONS OF WORK FOUND IN VARIOUS TEACHER-BOARD AGREEMENTS IN CONNECTICUT TOWNS AND DESCRIBES THEM IN GENERAL TERMS. REASONS FOR NEGOTIATION AND GENERAL NEGOTIATION PROCEDURES ARE BRIEFLY COVERED WHILE THE CONDITIONS OF WORK AFFECTING THE DIFFICULTY OF THE TASK, TEACHER WELFARE AND PROFESSIONAL ADVANCEMENT ARE DISCUSSED IN MORE DETAIL. SEVERAL MISCELLANEOUS ITEMS OF AGREEMENT FOUND IN VARIOUS TEACHER-BOARD CONTRACTS ARE PRESENTED. (TT)

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CONNECTICUT SCHOOL DEVELOPMENT COUNCIL, INC.

HARTFORD, CONNECTICUT

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TEACHER-BOARD AGREEMENTS CONCERNING CONDITIONS OF WORK

Introduction

Working relationships between teachers and boards of education have not been clearly established or defined until the past few years. True, boards have adopted personnel policies relating to teacher absences, recommended class size, and other matters. Salaries have been established for competitive purposes or for budgetary appropriations. Teachers or organizations of teachers have been consulted but decisions have been made by boards of education only.

Most recently these working relationships have been legally established and defined in many states under acts labelled "collective bargaining" or "professional negotiations." These require boards of education to meet with teachers and reach common agreement on salaries and conditions of work. This agreement is executed by a written contract signed both by the board and authorized representatives of the teachers.

Determination of salaries is clear and necessarily must be reviewed annually at least. Less clear is what constitutes conditions of work and, with respect to individual items, whether they are negotiable or not. This survey reviews the several conditions of work found in various agreements in Connecticut towns and describes them in general terms.

I.

Public Act 298 imposes the duty on local or regional boards of education and the organizations designated as exclusive representatives for the appropriate (professional) unit to negotiate with respect to salaries and other conditions of employment. This paper attempts to describe the variety of conditions of work which have been negotiated or agreed upon in the past year. It is presented with the thought that

such agreements or future agreements may be modified or expanded.

Twenty-eight major conditions of work have been identified with many different specifics under each condition. For this reason no attempt has been made to quote word for word these conditions but rather to describe the substance and implications of working conditions that led to negotiation.

The negotiation procedure takes place within a frame of reference concerned with the operation of schools. Working conditions whether accepted or not are already in existence or lacking this are developed in the process. This is what leads to negotiation.

Negotiation involves two parties - in this instance, the teacher organization and the board of education or, if you will, the board of education and the teacher organization. This fact implies that the board of education may have working conditions that it wishes to negotiate with the professional units as well as the professional organization having its own items for negotiation purposes - "quid pro quo."

Boards of education have certain prerogatives which are prescribed by law. Among these are to decide the need for school facilities; to determine the care, maintenance, and operation of buildings, land, apparatus and other property used for school purposes; to determine the number, age and qualifications of the pupils to be admitted into each school; to employ, assign, and transfer teachers; to suspend or dismiss teachers of the schools in the manner provided by statute or ordinance, to prescribe rules for the management, studies, classification and discipline for the public schools; to decide the textbooks to be used; to make rules for the arrangement, use and safe-keeping of the school libraries and to approve the books selected therefor; and to approve plans for school buildings.

Many prerogatives are indeed responsibilities imposed on boards of education by the state. Negotiation proceedings must take this into account and actions taken by boards of education in the exercising of these responsibilities, except for specific provisions are not subject to grievance or arbitration.

For our purposes the twenty-eight conditions of work referred to previously have been reduced to twenty-one topics covering these conditions. Furthermore, they have been divided into three categories: (1) conditions of work affecting the difficulty of the task; (2) conditions of work affecting teacher welfare; and (3) conditions of work affecting professional advancement.

Conditions of work affecting the difficulty of the task are

1. Length of the work day
2. Length of the work year
3. School calendar
4. Class size
5. Teaching load
6. Duty-free lunch period
7. Non-teaching duties
8. Specialists
9. Extra pay for extra work
10. Teacher facilities
11. Textbooks
12. After-school meetings

Conditions of work affecting teacher welfare are

1. Protection of teachers
2. Accident benefits
3. Leaves and absences
4. Teacher assignments and transfers
5. Summer school programs

Conditions of work affecting professional advancement are

1. Promotions
2. Sabbatical leave
3. Professional development

In addition to these conditions of work many, if not most, teacher-board agreements define grievances and have developed procedures for resolving grievances. These have been described separately from the other conditions of work.

II. Difficulty of the task

1. Length of work day

Several agreements specify the time before the opening of school and the time after the close of school that teachers must be on duty. In general these require teachers to report 15 minutes before school and to remain 30 minutes to one hour after school.

2. Length of work year

Although reference is made to the fact that the school year, i.e., the ten months that schools are in session begins September 1 and ends June 30 the work year for teachers is most frequently defined in terms of the number of work days. These are confined to not more than one day prior to the opening of school in September, usually the Wednesday after Labor Day, and terminating at the close of school in June. New personnel may be required to attend orientation sessions amounting to no more than two additional work days. The exact number of work days is often defined as no less than 180 days, the legal number of days that schools are to be in session, and no more than 185 days.

Administrators, supervisors, and directors may be required to work the entire year except for vacation periods and holidays. This includes at least one week before the opening of schools and one week after the final closing. They may also be expected to report for work if possible on days when schools are closed on storm days or to work the regular day unless excused when sessions are cancelled during the day and after school has started. If a person cannot report for work during a storm day he may either make it up at a later date or charge it to sick leave.

3. School calendar

Two positions are taken with respect to the composition of the school calendar. One is that its determination rests entirely with the board and is not subject to negotiation. The other is that the school calendar in its various aspects - beginning and closing of school, holidays, vacations, and number of days - should be agreed upon jointly and after being developed through joint representation.

4. Class size

Many teacher organizations and boards of education reach formal agreement on maximum class sizes in elementary and secondary grades and in special classes. These are usually 25 to 30 pupils in elementary schools; 25 pupils in regular classes in secondary schools with exceptions for physical education or music where sizes may be larger; and 15 pupils in special classes. Boards of education may choose to protect themselves against grievance procedures in this matter as well as other items by using the phrase, "if feasible".

5. Teaching load

Negotiations concerning teaching load place limitations on the daily number of teaching periods for secondary school teachers and the number of teaching preparations. Elementary school teachers are also guaranteed some time during school hours for preparation and planning or for in-school conferences. This may lead to expansion of the faculty in high schools and/or increased use of teacher aides. Exceptions to this are special subject area secondary teachers (art, music, physical education) who may be assigned six teaching periods provided they are relieved of home room duties. They are also relieved of health service duties - administering eye and ear examinations and weighing and measuring pupils.

One agreement provides payment to a secondary school teacher who, being free from a class assignment, is required to cover more than one-half of a class period for another teacher. This helps to strengthen administrative practices since students could be assigned to a study hall when a teacher was absent. A teacher might question having a sick day deducted from her leave or the payment for a substitute if no substitute was employed.

6. Duty-free lunch period

Probably the most frequent negotiable item and the one of most concern to teachers is that of duty-free lunch periods - a time when the teacher can be apart from the pupils to eat her lunch and talk with her colleagues. Elementary schools once had two daily sessions, possibly nine to twelve in the morning and one to three or half past three in the afternoon. For all practical purposes the school was closed during the noon hours and children went home. High schools because of scheduling ran from morning to afternoon without a cessation. Now schools in practically all towns and cities have a continuous daily schedule and pupils remain in school all day requiring supervision in the cafeteria, on the playground, and about the school at noon.

The duty-free lunch period as negotiated may be one-half hour for elementary teachers and the equivalent of the student's lunch period for secondary school teachers. It may be agreed upon in principle with the practice depending on the individual school system.

7. Non-teaching duties

Non-teaching duties required of teachers are for the most part clerical. They include keeping daily attendance registers, cumulative record cards, duplicating materials, and collecting money. Agreements have eliminated these duties or have limited them.

8. Specialists

In mutual recognition of the need for specialists boards of education have agreed to employ specialists in numbers needed for an effective educational program. They include reading specialists, elementary art teachers, elementary music teachers, elementary physical education teachers, guidance counselors, vocational counselors, and others. In at least one instance the board of education agreed to consult with the teachers organization on the numbers and priorities of specialists.

In addition to the employment of specialists some agreements refer also to the employment of teacher aides, the para-professional who assumes many of the clerical chores previously performed by the classroom teacher.

9. Extra pay for extra work

This item is difficult to define because the responsibility of the teacher for the educational or social welfare of the pupils outside of the classroom but still within the confines of the school has not been determined. Neither has the school program been defined with respect to what it includes. For example, we speak of extra-curricular activities and in discussing this item we say "extra pay for extra work."

In teacher-board agreements statements are found to the effect that teacher participation in extra-curricular activities for which there is no extra compensation shall be voluntary. At the same time when teachers do not volunteer they may be appointed by the administrator but no teacher may be required to accept such appointment in two successive years.

It is more or less agreed that in addition to the accepted school program there will be such activities as athletics, band and/or orchestra, dramatics, debating, school publications, and clubs. When extra pay for extra work is given it is on the basis that time and responsibility transcend that expected in teaching and extra pay is in proportion to these factors.

10. Teacher facilities

There appear to be two reasons for incorporating teacher facilities in agreements. One is the desire on the part of teachers for privacy among themselves during some part of the school day when they can relax or "go on break." The other is the need for a place to prepare work in a place where they will not be disturbed.

Teacher facilities therefore are of two kinds - a teacher or faculty lounge and a teacher or faculty workroom. To these may also be added a teacher's cafeteria or room where teachers may eat their lunch. In general, boards of education agree to provide these facilities in existing buildings "to the extent feasible" and provided that no substantial capital investment is necessary. Boards further agree to include these facilities in plans for new schools or in renovating existing buildings.

The faculty lounge is described as one that is appropriately furnished with well lighted rest rooms. It is interesting to note that a telephone for outside communication is also required.

Workrooms are required to have equipment and supplies for the preparation of instructional materials. It is assumed that equipment basically would include a typewriter and some type of duplicating machine.

11. Textbooks

Apparently previous or existing conditions have prompted the inclusion of this item as an article of agreement. Under the terms of this item every pupil is guaranteed his own textbook and in the selection of new texts the teachers or a committee of teachers will work with the superintendent or his representative in recommending texts for adoption by the board.

The comment may be made here that the above appears to be a matter of common sense. It is difficult to imagine any parent, knowing that his child does not have his own textbook, failing to register a complaint loud enough to be heard. In the matter of teacher participation in the selection of textbooks the knowledgeability (or should one say, "expertise") of the teacher should be given every consideration keeping in mind the relationship of the textbook to the course of study.

12. After-school meetings

When this item appears in teacher-board agreements an attempt has been made to do several things. The most obvious one is to limit the number of such meetings. Another is to provide continuous communication between the administration and the organization. Still another is participation in the selection of items to be included in the agenda for such meetings.

The number of after-school meetings is spelled out in certain agreements. Teachers may be required to set aside one day a week to attend meetings with the specific day designated. The superintendent may be required to issue a schedule of meetings for each month. The agenda for each meeting must be distributed at least 24 hours in advance.

In other agreements the number of meetings is limited to one such meeting called by the superintendent for the general staff; one for a building meeting called by the principal; and one for teachers in a subject field, a grade level, or for special groups called by the department chairman or the administrator.

One agreement requires teachers to attend only two evening meetings of the Parent Teachers Association during the year although actual practice shows that they are in attendance more frequently.

As evidence of greater teacher participation in school administration one agreement requires the principal of a school to meet at least once a month with the teachers organization and at its request to discuss school operations and questions relating to the implementation of the agreement. Proposed changes in existing policies and procedures for the school are to be subject for discussion. The superintendent is also required to meet monthly with representatives of the teachers organization to discuss educational policy and matters of professional concern; such meetings shall not extend beyond two hours except as extended by mutual agreement.

III Teacher welfare

1. Protection of teachers

The articles of agreement in this section are related to the personal and professional welfare of teachers. Included are items concerning protection in case of assault and other related matters; accidents benefits; leaves and absences; teacher assignment and transfers.

It is interesting to note the number of references to the protection guaranteed teachers in cases of assault upon their persons or when they are alleged to have committed an assault. In the first instance reference is made only to the requirement that the teacher shall report to the principal in writing all cases of assault suffered by them in connection with their employment and that the teacher shall be given any information not privileged under law which relates to the incident or the persons involved. It is assumed that proper disciplinary measures shall be taken by the principal upon receiving the written report but that civil proceedings must be initiated by the teacher if he so desires.

On the other hand, if civil proceedings are brought against a teacher for an alleged assault in the course of his employment the teacher may request the board of education to furnish legal counsel for his defense. If the board does not provide such counsel and the teacher prevails then the board must reimburse the teacher for reasonable counsel fees in accordance with Section 10-235 of the Connecticut General Statutes.

It should be noted here the difference between assault and accidental bodily injury. Assault is presumed to mean a personal attack. Accidental bodily injury as its name implies is an injury to a student caused by an accident. A teacher may be sued for alleged negligence and is defended in such a suit through liability insurance purchased by the town.

One board of education has agreed to include in its budget an amount of money to reimburse teachers for damage to personal property incurred while in the performance of duty, said reimbursement to be paid in full at the end of the year or pro-rated according to the number of claims.

2. Accident benefits

Teachers, as everyone else, are absent from work for a variety of reasons and provisions covering such absence are as numerous as the reasons. There is absence for personal illness, illness in the immediate family, death in the family, personal reasons, and many others.

Teachers, as everyone else, also suffer personal injury. When such injury is sustained in connection with his employment and compensable under the Connecticut Workmen's Compensation Laws, agreements have been reached to pay the teacher his full salary less the amount of workmen's compensation for a period up to one year and without having such absence charged either to the annual or the accumulated sick leave.

Another agreement gives the teacher an alternative - to elect to charge all or any part of absence due to injury incurred in the course of employment to the sick leave days to his credit or not to do so. In the event of such election the teacher receives his sick leave pay less the amount of the workmen's compensation award. Here again, it is aasumed that a teacher choosing not to charge such absence to sick leave prefers to keep the number of allowable days for sick leave for other reasons.

3. Leaves and absences

State law governs the number of days annually allotted to teachers for sick leave and the cumulative number of days. Sick leave may be considered to be absence because of personal illness. One agreement, however, stipulates that sick leave includes death in the immediate family, personal business, death of friends or relatives, marriage in the immediate family, care of a resident in his own home who is critically ill or hospitalized, and religious holidays. (This does not apply to the days accumulated beyond the fifteen or each separate year which must be used strictly for sick leave.)

Other agreements do limit sick leave to personal illness but allot an additional number of days, possibly a total of five for all reasons, for personal and legal reasons, death in the immediate family, religious holidays, or one's own graduation.

By law no salary deduction is made for absence governed by sick leave. When teachers are absent beyond the number of annual or accumulated days of sick leave, they may forfeit a day's pay for each day of absence. A day's pay may be 1-180th, 1-200th, or 1-240th of the annual salary.

In one case it has been agreed that a teacher who is absent because of illness from a contagious or communicable disease other than the common cold and which is traceable to contact made in the school shall not have the absence charged against him.

One agreement permits the board of education to require a physical examination by an independent physician and at the board's expense of any teacher who is absent for illness in excess of five consecutive working days if the board believes there is an abuse of sick leave.

Leaves for maternity reasons are provided in many agreements. Such agreements usually stipulate the time after pregnancy occurs when teachers must resign and the time when a teacher may apply for reinstatement. The board of education is protected to the extent that reinstatement is given only when a position for which the teacher is qualified is available and not sooner than a specific time such as one full school year dating from the September following the resignation.

Provision may also be made for military leave, i.e., leave or absence caused by induction into the armed forces. Guarantee is given for including time in the armed forces as teaching experience and advancement on the salary schedule.

Incidental leaves and absences may be provided through granting days to attend conferences, professional meetings, or school visitations, without loss of pay. Travel expense may be granted at the superintendent's discretion.

One agreement provided that upon retirement or death, teachers or their estates would be paid for accumulated unused sick days up to 30 days.

4. Teacher assignments and transfers

Reference was made to the fact that conditions of work occur within a frame of reference in the school system or within existing circumstances. This is true particularly of initial teacher assignments when vacancies occur. Note is made of this in an agreement item that states that teachers shall not be assigned except in accordance with regulations of the State Board of Education nor to subjects and/or grades or other classes outside the scope of their teaching certificates and/or their major or minor fields of study.

Thereafter, many factors influence teacher assignments or transfers. These may be a school with better facilities; one in a different neighborhood; one with a different principal. They may include a different grade level. They may be administratively initiated or teacher initiated. Whether initiated by the administration or self-initiated, agreements usually consider the desire of the teacher to transfer or the peace of mind of the teacher.

Teachers who desire a change of assignment or a transfer are required to file a written statement with the superintendent by a given date in the school year such as March 1. Notice of such assignment or transfer is then given as soon as practicable and usually before the close of school in June. A list of open positions is posted on school bulletin boards and all teachers are given adequate opportunity to make application. It is usually agreed that there shall be no discrimination on any grounds.

Frequently, changes in grade or subject assignments are not only necessary but beneficial. So far as possible such changes, initiated by the administration, are usually voluntary especially for probationary teachers although the board of education may reserve the right to make such changes.

When a teacher request for change in assignment or for a transfer is denied the teacher receives an explanation for such action in writing. When a reduction in the number of teachers in a school is necessary so that some teachers of necessity must be transferred volunteers are transferred first except where pupil welfare may otherwise dictate. When involuntary transfers are made teachers with lesser service in the system are transferred first if possible and then only to a comparable position. Before such transfers are completed a meeting between the teacher involved and the superintendent or his representative may meet with representatives of the organization.

Other provisions found in agreements refer to the rotation of teachers in self contained classrooms on an annual basis among the various levels of classes when they are grouped homogeneously, i.e., A, B, C, D levels of achievement. Also, one agreement states that a teacher will not be kept in a physically substandard classroom for more than a year.

5. Summer school programs

Employment in a summer school program becomes very important for teachers who find it necessary to work during the summer. It becomes increasingly important if teachers and boards of education have agreed that teachers will not engage in any outside employment that impairs their effectiveness or proper execution of their duties in the school system. Teaching in summer school assures not only additional income but also income during the months when regular salary payments have stopped.

Agreements assure teachers that the scope and content of the summer school program will be publicized in each school as early as possible and that positions will be filled on the basis of competence and experience with preference given to members of the staff.

Professional advancement

1. Promotions

An incentive for teachers to remain in a school system is the opportunity to advance not only on the salary schedule but also in what may be called the professional hierarchy. Classroom teachers may wish to become directors, supervisors, principals and possibly assistant superintendents and superintendents. While this advancement may not all take place within one system still, professional advancement is most desirable.

Boards of education have supported this desire by agreeing that all vacancies in promotional positions shall be publicized as far in advance of filling such vacancies as possible; that the qualifications for the positions to be filled shall be clearly stated; and that preference shall be given to qualified persons employed by the board of education when their qualifications are substantially equivalent. Selection for supervisory and administrative positions are filled by competitive written and oral examinations.

2. Sabbatical leave

Several towns have agreed upon policies concerning the granting of a sabbatical leave. The term indicates that such leave is given upon the completion of at least seven years of service in the system. Usually there are certain restrictions with respect to the number of sabbaticals given in any one year; the length of the leave (one year, one semester, or less); the salary to be paid (full salary, half-salary etc.); and mutual agreement that the teacher shall resume his position for a given period of time when the leave is completed.

3. Professional development

In-service training is customarily initiated or encouraged by school administrators. Incentives are provided in various ways such as a requirement that teachers must take a given number of professional courses in a given time to continue to receive salary increments. Or, teachers are encouraged to attend and participate in professional courses related to their work.

Negotiations have been completed whereby the board of education has agreed to pay reasonable expenses (fees, meals, lodging, transportation) for attendance at workshops, conferences, or seminars provided approval for such attendance has

been secured in advance. Boards of education have also agreed to pay tuition costs in part or in whole with certain financial limitations for in-service courses other than those which are counted in determining a teacher's level of professional preparation for salary purposes.

IV. Grievance procedure

A study of the several agreements shows that grievance procedures are not only more thoroughly defined but also more universal since practically all agreements contain such provisions.

Grievance has two definitions. It is either an event or a condition which affects the welfare or the conditions of employment of a teacher or a group of teachers or the interpretation, meaning, or application of any of the provisions of the agreement. The second definition of grievance is that it is a complaint by an employee that his rights under the specific language of the agreement have been violated or that as to him there is a mis-interpretation or mis-application of the specific provisions of the agreement.

To prevent a "stock-piling" of grievance as well as to comply punctually with the terms of the agreement an alleged grievance that is not presented for disposition through the grievance procedure within five school days of the occurrence of the condition shall not thereafter be considered a grievance.

Grievance procedures provide for an informal yet orderly process for resolving differences of opinion in abiding by the agreement. Such differences create an aggrieved person who is defined as an individual or group of individuals who allege that a grievance does exist and a grieved person who is defined as an individual or group of individuals who are alleged to be the cause of, or who have committed a grievance.

Grievance procedures are established at various levels, the first being on a vis-a-vis basis. The aggrieved person presents in writing his grievance to the grieved person and he in turn gives a written statement of his decision to the aggrieved person. Presumably the grieved person is the one who establishes administrative rules and regulations that implement policies established by the board of education or implement the terms of the agreement. He may be the superintendent or his representative, a director or supervisor, or a principal. Also it is presumed that a grievance is more likely to occur in an individual school although a grievance affecting the entire system is not unlikely in certain conditions of work. In the event that a grievance occurs in an individual school level one is then a grievance submitted to the principal or immediate supervisor.

If the grievance is not resolved satisfactorily at level one the next step is at level two where the grieved person presents his grievance in writing to the teacher organization or its committee responsible for handling grievances who in turn submit the grievance to the superintendent of schools. The superintendent then meets with the aggrieved person and attempts to settle the grievance. If there is no agreement the superintendent submits his decision in writing to the aggrieved person and the teacher organization.

Level three provides for the same procedure to be followed as in level two by submitting the grievance to the board of education who in turn try to settle the grievance or failing to do so submits its decision in writing.

The final step, level four, provides for the grievance to be settled by arbitration. This may be done through the American Arbitration Association or by the selection of a board of arbitration consisting of three members, one each to be chosen by the teacher organization and the board of education and the third member to be chosen

by the other two. All previous written statements and decisions are submitted as well as evidence of the alleged grievance. The arbitration board is limited in its conclusions by being prevented to make any decision which requires an act prohibited by law or in violation of the terms of the agreement.

The decision of the arbitrator is final and binding. The cost for arbitration services are shared equally by the board of education and the teacher organization.

V. Miscellaneous

There are several items of agreement that are found separately in teacher-board contracts. One has reference to strikes and states that the teacher organization or an individual teacher shall not cause, sponsor, or participate in any strike or work stoppage under penalty of being disciplined or discharged without recourse to arbitration. (The question of participation is subject to arbitration.)

Another provision gives teachers the right to be given a copy of their evaluation report prepared by their supervisors when the report relates to salary or other benefits they are to receive or which is used as a basis for terminating their employment. They also have the right to discuss such reports with their superiors.

Still another provision gives the teachers the right to authorize deductions from their salaries for dues or membership fees in local, state, or national teacher organizations.

One interesting item is that found in an agreement that a copy of each month's board agenda shall be available for inspection in the superintendent's office on the day of the board meeting. It is questionable if this is a condition of work.

Another agreement permits teachers acting as representatives of the teacher organization to be absent or excused without loss of pay when negotiation meetings between the board and the organization are scheduled during the school day. Related

to this is one that grants a leave of absence up to two years to two teachers designated by the organization to engage in organization activities. A teacher on such leave for no more than one year shall receive the same salary upon his return as if he had not been absent.

Conclusion

Whether negotiating for salaries or for conditions of work it is apparent that teachers through their professional organizations have a desire to be treated in the same manner as other persons who render or perform services in an employer-employee relationship. Furthermore, with increased professional preparation on the part of teachers or other members of the professional staff they also feel that they can make a contribution to the educational program by participating in its development.

Boards of education also recognize the need for recruiting the best teachers, providing adequate facilities, and establishing working conditions that will help teachers to function most efficiently and also retain them in the school system. Several boards of education have developed personnel policies for this purpose prior to the negotiation law.

Difficulties arise when boards of education either have not adopted well-conceived personnel policies or when they do not recognize the contribution that teachers can make in the improvement of the educational program. Lieberman and Moskow[1] point out that there is a fear that teachers want to administer or "run" the schools. They believe that the teachers' organization has a protective function in guaranteeing that certain administrative actions are performed "equitably and efficiently." If the organization takes over these actions, who then protects the

[1] Liberman, Myron and Moskow, Michael H. Collective Negotiations for Teachers Rand McNally and Company, Chicago, 1966. pp. 240-241

teachers from the organization? They state that teachers may need protection from both the administration and the organization.

There is also the fear that teachers are not mindful of educational costs or the availability of funds. Both the boards of education and the teacher organizations must then in good faith consider educational costs in terms of maintaining and improving the quality of education, the value that the community attaches to education, the amount of money not only that is available but also that the community is willing to spend.

References

1. Lieberman, Myron and Moskow, Michael H., Collective Negotiations for Teachers Rand McNally and Company, Chicago, 1966 745 pages.
2. Stinnett, T. M., Kleinman, Jack H., and Ware, Martha L. Professional Negotiation in Public Education Macmillan Company, New York. 1966 309 pages.
3. School Boards Chart A New Course Proceedings of the 1966 Convention of the National School Boards Association, April 23-26, 1966 Minneapolis, Minnesota. Published by National School Boards Association, 1233 Central Street, Evanston, Illinois 60201.
4. Shanker, Albert "Disappearance Of The Polite Professionals." Central School Boards Committee For Educational Research, 29-31; Report of the Fifteenth Annual Summer Work Conference, July 31 August 4, 1966.
5. Agreements between teacher organizations and boards of education in East Hartford, Enfield, Groton, Hartford, Meriden, Middlebury, New Haven, Norwalk, Plainfield, Seymour, Simsbury, Stonington, Stratford, and Waterbury. (All are towns or cities in Connecticut).